

Dec. 10, 2013 4:41PM

No. 1301 P. 2

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK
JAN 7 2013

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

X BROOKLYN OFFICE

RAMOOE, INC.,

Plaintiff,

STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL

-against-

13 CV 01045
(SLT)(VMS)

THE CITY OF NEW YORK, a Municipal Corporation of the
State of New York, and the NEW YORK CITY
DEPARTMENT OF HOUSING PRESERVATION AND
DEVELOPMENT, an agency and governmental subdivision of
the City of New York,

Defendants.

WHEREAS, plaintiff commenced this action by filing a complaint on or about February 27, 2013, alleging that the defendants violated plaintiff's federal property, due process, and equal protection rights, and were in violation of New York State eminent domain laws and procedures; and,

WHEREAS, defendants City of New York and the New York City Department of Housing and Preservation Development have denied any and all liability arising out of plaintiff's allegations; and,

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and,

WHEREAS, plaintiff has authorized counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

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1. The above-referenced action is hereby dismissed against all defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Defendants hereby agree to pay plaintiff, Ramoos, Inc., the sum of Four Hundred Thousand Dollars (\$400,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. This sum encompasses the settlement of any and all claims that plaintiff has or may have arising from the underlying New York State condemnation proceeding (Broadway Triangle Urban Renewal Area, Phase II, Kings Co. Index No. 022528/1999) and is inclusive of any advance payments, and interest thereon, offered within the context of said condemnation proceeding. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the City of New York, and to release the City of New York and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's rights and any and all related state law claims, from the beginning of the world to November 30, 2013, including claims for costs, expenses, and attorneys' fees.

3. Defendants agree to make the payment available within six (6) months from the date this stipulation is "so ordered" by the Court.

4. Plaintiff shall provide all information and shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement.

5. Plaintiff, on behalf of itself, its successors and assigns, hereby agrees that the City of New York acquired title to Brooklyn Tax Block 2269, Lot 45, as of August 13, 1999, and agrees to execute and deliver to the City a quitclaim deed, in recordable form, granting the City any rights that plaintiff may have with respect to Brooklyn Tax Block 2269, Lot 45. Defendants agree that said quitclaim deed will be held in escrow by their attorneys, the Office of the Corporation Counsel of the City of New York, and will not be recorded until payment is made available.

6. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

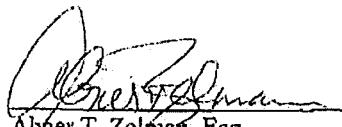
7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

8. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

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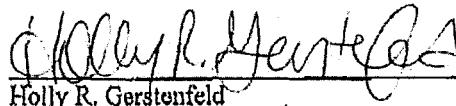
9. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to maintain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth herein.

KUCKER & BRUH, LLP
Attorneys for Plaintiff
747 Third Avenue, 12th floor
New York, NY 10017

By: 
Abner T. Zelman, Esq.
Attorney for Plaintiff

RAMOOE, INC.
Plaintiff

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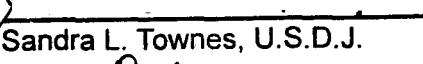
By: 
Holly R. Gerstenfeld
Assistant Corporation Counsel

By: 
M. Eugene Ostreicher
President

Dated: New York, New York
December 17, 2013

SO ORDERED:

/s/(SLT)


Sandra L. Townes, U.S.D.J.

Dated: December 30, 2013
Brooklyn, New York